

## BURNHAM-ON-CROUCH SAILING CLUB, FOUNDED 1930

GENERAL RULES

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## 1. NAME AND OBJECTIVES

1.1. The name of the club shall be “The Burnham-on-Crouch Sailing Club” hereinafter referred to in these rules as The Club.

1.2. These rules were agreed at an Annual General Meeting of The Club held on 26<sup>th</sup> January 2020, and supersede all previous editions and amendments.

1.3. The Club exists to:

- Promote and facilitate the sport of sailing and other water based activities;
- Provide social and other facilities for members;
- Facilitate such other activities and events as may from time to time be determined by The General Committee.

1.4. The Club is a non-profit making entity that exists for the benefit of expressly its Members, and where appropriate, the wider community.

## 2. GOVERNANCE

### 2.1. General

2.1.1. The Club shall be managed in general in accordance with the laws of the United Kingdom and England; in particular with these rules, and wherever possible in accordance with what is considered to be the current Best Practice for organisations such as The Club.

2.1.2. Any reference within these rules to any gender specific pronoun or other identity such as he, she, his, hers, himself, herself, etcetera shall be deemed to refer equally to all persons and not to be indicative of any presumed gender or identity. Similarly, any reference to a parent or parents shall be deemed to include all those responsible for children, whether as natural or biological parents, step parents, adoptive or foster parents, legal guardians or any other formal identification as family; and is not a presumption of any specific form of family unit.

2.1.3. All Officers, Trustees, and Committee Members shall at all times act solely in the best interests of the Club.

2.1.4. Where any member finds that a Conflict of Interest arises, then that member shall declare such interest and retire from all discussion pertaining to that interest, and shall not vote on such matters.

- 2.1.5. Members may, in the course of their dealings on behalf of the Club, obtain possession of privileged information. All members shall hold such information in confidence, and not rely upon it for any purpose other than the best interests of The Club.
- 2.1.6. No money or property of the Club or any gain arising from the carrying on of the Club shall be applied otherwise than for the benefit of the Club or for a benevolent or charitable purpose to be nominated by General Meeting.

## **2.2. Amendments to the General Rules**

- 2.2.1. Any amendment to the General Rules shall be considered at a General Meeting of The Club and voted on in accordance with rule 9.
- 2.2.2. Proposals for any amendment to the General Rules shall be given to the Secretary in writing at least 28 days before the General Meeting at which the proposal is to be considered.
- 2.2.3. The notice convening any General Meeting that includes a proposal to amend these Rules shall include full particulars of any such proposed alteration
- 2.2.4. Typographical errors discovered in The Rules may be corrected by the agreement of the General Committee provided that such changes do not alter the meaning or purpose of any rule so altered, and that such changes are reported to the Annual General Meeting next following any such amendment.

## **3. MANAGEMENT OF THE CLUB**

### **3.1. Trustees**

- 3.1.1. There shall be at least Four Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among ordinary or honorary members who are willing to be so appointed. A Trustee shall hold office during their lifetime or until they shall resign, by notice in writing given to the Committee, or until a resolution removing them from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.
- 3.1.2. All property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as is necessary and practicable, on trust for the use and benefit of the Club. On the death, resignation, or removal from office of a Trustee, the Committee shall appoint a new Trustee in their place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all the club property into the names of the Trustees as constituted after such appointment.

- 3.1.3. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee; and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions, but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
- 3.1.4. The Trustees shall be effectually indemnified by the committee out of assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or in relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise related directly or indirectly to the performance of the functions of a Trustee of the Club.

## 3.2.Officers

- 3.2.1. All Officers serve in an honorary capacity.
- 3.2.2. The officers of the Club shall consist of:
  - A President and Vice-President who are elected permanently as a mark of respect for services rendered to the Club, and who shall serve until they wish to retire or become permanently incapacitated in some way as to prevent them from performing their duties.
- 3.2.3. Additionally, one each of the following Officers shall be elected at the Annual General Meeting in each year, to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting. The retiring Officers shall be eligible for re-election.
  - Commodore
  - Vice Commodore
  - Rear Commodore
  - Secretary
  - Treasurer
  - Membership Secretary
- 3.2.4. Candidates for election to any Office, except the retiring Officer, must be proposed by two adult members of The Club.
- 3.2.5. Nomination papers stating the name of the candidate, the Office to which they seek election and the names of the two proposers shall be sent to the Secretary at least 21 days before the date of the Annual General Meeting.

- 3.2.6. If the number of candidates exceeds the number of vacancies to be filled then an election shall be held in accordance with rule 9.

### **3.3.Committee**

- 3.3.1. The General Committee shall consist of the Officers (ex-officio) and not more than ten adult members of The Club, elected by The Club in an Annual General Meeting (AGM). Each member of the Committee shall hold office from the conclusion of the AGM at which they were elected until the conclusion of the AGM next following that at which they were elected, or until they resign or are otherwise removed from office as provided for elsewhere in these Rules.
- 3.3.2. The General Committee may co-opt additional members during the year as they see fit, the number of such co-opted members to never exceed four less than the number of members elected by an AGM. Co-opted members shall have voting rights as determined by the General Committee at the time of making the co-option, and shall be appointed for such period as the General Committee decides, save that all co-opted members shall be deemed to have retired at the conclusion of the AGM immediately following their co-option.
- 3.3.3. Candidates for election to the General Committee, except the retiring members, must be proposed by two adult members of The Club.
- 3.3.4. If the number of candidates exceeds the number of vacancies to be filled then an election shall be held in accordance with rule 9.
- 3.3.5. The General Committee shall manage the affairs of the Club according to the Rules and shall apply the funds of the Club to the objectives of the Club, and shall make such byelaws, rules and regulations as they think fit as to the management of the Club or its premises.
- 3.3.6. The General Committee may form such sub-committees as deemed necessary and such sub-committees shall be responsible to the General Committee.
- 3.3.7. The General Committee, or Secretary as agent of the Club and its members, shall enter into contracts only so far as they are expressly authorised, or authorised by implication, from these rules. Neither the General Committee nor the Secretary shall, without the express authority of the membership, pledge the credit of the membership beyond the subscription payable by such membership in accordance with Rule 5.2 hereof.

- 3.3.8. A member of the General Committee and the Secretary or Treasurer, in transacting business for the Club, shall disclose to third parties that they are so acting.
- 3.3.9. In pursuance of the authority invested in the General Committee by members of the Club, members of the General Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or by the Secretary on behalf of the Club wherever the contract is of a duly authorised nature or could reasonably be assumed to be of a duly authorised nature and entered into on behalf of the Club. The limit of a member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate unless the committee has been authorised otherwise by a meeting called under Rules 6 or 7 hereof.
- 3.3.10. Any Member of any Committee or Sub-committee of the Club who fails to comply with rule 2.1, or who, without good reason, fails to attend at least six meetings of the Committee in any one year may, at the discretion of the General Committee, be required to resign from any relevant Committee.

## **4. MEMBERSHIP**

### **4.1. Criteria for Membership**

- 4.1.1. Any person who wishes to participate in activities organised by the club is eligible as a candidate for membership.
- 4.1.2. Every candidate for membership shall be proposed by two adult members, who shall not themselves be included in a single family membership or joint membership. An application for membership shall be in such form as the Committee may prescribe and shall contain at least the name and address of the candidate and the proposers.
- 4.1.3. Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or its premises.

### **4.2. Categories of Members**

- 4.2.1. The General Committee shall from time to time determine what grades of membership are best suited to the current activities of the Club and shall publish same in Schedule 1 attached to these rules.
- 4.2.2. Temporary Members may from time to time be appointed to The Club at such subscription as the Committee may prescribe.

### **4.3. Management of Membership**

- 4.3.1. All proposals for membership shall be considered by the General Committee, voting in accordance with Rule 9.
- 4.3.2. Any member desirous of retiring from the Club shall notify their intention to the Membership Secretary on or before the 1st day of April otherwise they shall be liable for the subscription for the current year.

### **4.4. Responsibilities, Duties and Obligation of Membership**

- 4.4.1. Every member on joining the Club impliedly undertakes to comply with these Rules and any byelaws and regulations appended hereto
- 4.4.2. It shall be the duty of every person participating in club events and races, to see that all rules and regulations, and the directions of the Officer of the Day, be strictly obeyed.
- 4.4.3. Parents or Guardians shall be responsible for their children at all times whilst visiting and participating in club activities and amenities.

### **4.5. Guests**

- 4.5.1. Any member may introduce as a guest any person, providing that the member so introducing, enters the name and address of the said guest in a book kept for such purposes and at no time leaves the Club premises whilst the said guest is thereon.
- 4.5.2. No member may introduce more than 6 guests in any 12-month period and may not introduce the same person as a guest more than 4 times in any 12-month period, except as hereinafter provided.
- 4.5.3. Any person who is a competitor or crew member in any race sponsored by or on behalf of the Club is entitled to use the Club premises as a guest within a period of 24-hours before and after the race in which they are competing.
- 4.5.4. A member of any Club recognised by the Royal Yachting Association (a list whereof is published by the said association) may be authorised to use the premises of the Club as a guest by any member of the General Committee of the Club. Such authorisation shall specify between which dates the said person may so use the premises; and such authorisation shall not exceed 14 consecutive days.
- 4.5.5. All guests shall observe the responsibilities, duties and obligation of members as defined in rule 4.4.

- 4.5.6. The Secretary or any other person who has received the authority of two members of the General Committee, may expel temporarily or permanently, any person who has the right to the use of the Club premises only under rule 16.

## **5. FINANCE**

### **5.1. Financial Year**

The financial year of the Club shall run from the 1st November to the 31st October.

### **5.2. Subscriptions and other fees**

- 5.2.1. The General Committee shall from time to time determine what annual subscription and other fees shall be payable in respect of membership and other services. All such fees shall be determined in advance and will apply until revised or withdrawn by the General Committee.
- 5.2.2. All fees shall be published annually in Schedule 2 attached to these rules.
- 5.2.3. A joining or entrance fee may be charged to new members upon their election to membership of The Club.
- 5.2.4. Members according to their categories shall pay an annual subscription. All members shall pay their first annual subscription upon election to the Club.
- 5.2.5. The subscription paid by a member elected after the 29th day of September in any year shall entitle them to their membership for the remainder of the current year and all of the year following that of their election.
- 5.2.6. An annual boat storage permit fee shall be paid by members wishing to store boats on The Club's premises, such fee to apply per vessel stored.
- 5.2.7. A supplement shall be paid by members using the Club for activities other than those associated with sailing or water activities.
- 5.2.8. All annual subscriptions and boat storage fees are due on the 1<sup>st</sup> day of January each year, and must be paid by no later than 31<sup>st</sup> March of that year.
- 5.2.9. A member who has not paid their dues by the 30th day of June in the year that the fees are due, shall have their name removed from the list of members by order of the committee; and no such member shall be entitled to exercise any rights or privileges of membership whilst their subscription and other arrears remain outstanding.



- 5.2.10. Any member who has had their membership removed because of unpaid fees shall be required to apply for membership as a new candidate and be subject to election in accordance with rule 9.

### **5.3.Treasurer**

- 5.3.1. The Treasurer shall be responsible for ensuring adherence to the Financial Rules as from time to time agreed by the General Committee and set out in Schedule 3 attached to these rules, and shall maintain a complete and accurate account of the Club's finances.
- 5.3.2. The Treasurer shall monitor expenditure against income, reporting throughout the year to the General Committee..

### **5.4.Reporting Accountant**

- 5.4.1. The General Committee shall appoint a suitably qualified accountant to the position of Reporting Accountant.
- 5.4.2. The Reporting Accountant shall take the accounts as maintained by the Treasurer and satisfy himself as to their validity and accuracy and then prepare them in accordance with the relevant Accounting Standards for publication, and then report same to the AGM immediately following the end of each financial year.

## **6. ANNUAL GENERAL MEETING**

- 6.1. An Annual General Meeting shall be held no later than the 14<sup>th</sup> February in any year, on a date to be fixed by the General Committee.
- 6.2. The Secretary shall, at least seven days before the date of such meeting, post or deliver to each member notice thereof and of the business to be brought forward thereat.
- 6.3. No business, except the passing of the Accounts and the election of the Officers, Committee and Trustees; and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given to the Secretary at least 21 days before the date of the Annual General Meeting.
- 6.4. A quorum of 20 adult members shall be required for the meeting to proceed.
- 6.5. Voting shall be in accordance with rule 9.

## **7. SPECIAL GENERAL MEETING**

- 7.1. The Committee may at any time, call a Special General Meeting of the Club for any business, the nature of which shall be stated in the notice convening the meeting, and discussion at such meeting shall be confined to the business stated on the said notice.
- 7.2. The Committee shall also call a Special Meeting upon receipt of a written request addressed to the Secretary and signed by at least 25 adult members. Such a meeting shall be held within 28 days of receipt of such request.
- 7.3. The Secretary shall, at least 14 days before the date of a Special General Meeting, post or deliver to each member notice thereof and of the business to be brought forward thereat.
- 7.4. A quorum of 20 adult members shall be required for the meeting to proceed.
- 7.5. Voting shall be in accordance with rule 9.

## **8. SUPPLY OF INTOXICATING LIQUOR**

- 8.1. The purchase and supply by the Club of intoxicating liquor shall be controlled exclusively by the General Committee or a Sub-Committee set up for this purpose.
- 8.2. Intoxicating liquor may be sold only to, or for consumption by, persons over the age of 18 who are entitled to use the premises of the Club in pursuance of these Rules; and such consumption shall take place on the premises.
- 8.3. Intoxicating liquor may be supplied in the Clubhouse to the following persons for consumption on the premises:
  - Any adult member.
  - Any Guest as defined in Rule 15, providing that guest is an adult.
  - Members of other Clubs or organisations participating in Social activities organised by the Club.
  - Other organisations and their guests using the Club premises for events approved by the Committee on not more than twelve occasions per organisation in any twelve month period.

## **9. VOTING**

- 9.1. Adult members only shall have one vote each at all General Meetings and, where serving on a committee, then at any meeting of that committee. An adult member is any member aged 18 years or older.

- 9.2. Those entitled to vote at a General Meeting of the Club shall vote by a show of hands. The majority necessary to carry a resolution shall be at least two-thirds of those present and eligible to vote. Proxy and postal votes are not allowable. In the event that the show of hands cannot accurately determine the numbers voting for and against a resolution then a paper ballot may be used at the time of the vote.
- 9.3. At a meeting of a committee, then voting shall be by a show of hands and a simple majority shall be sufficient to carry a motion, except as specified below.
- 9.4. A vote within the General Committee to approve the election of a new member to The Club shall require a two-thirds majority of those voting in order for the Candidate to be elected as a Member.
- 9.5. A vote within the General Committee on a resolution for expulsion of a Member shall be by ballot and the resolution shall be carried only if at least three-quarters of the members of the Committee present cast in favour of the expulsion.

## **10. INFRINGEMENTS AND PENALTIES**

- 10.1. Any Member who, through refusal or neglect, fails to comply with these Rules, or who exhibits any conduct which, in the opinion of the General Committee, is either unworthy of a Member, or is otherwise injurious or prejudicial to the interests of the Club, shall render that member liable to expulsion by the General Committee. When considering the expulsion of a Member, the General Committee shall call upon that Member for an explanation of their conduct and shall give them an opportunity of defending themselves or resigning their membership.
- 10.2. Any person who has participated in an event where the rules and regulations or directions have been disobeyed or disregarded may, at the direction of the General Committee, be prohibited from participating in future club events.
- 10.3. Any boat having on board during a race a person so prohibited shall, together with the members on board, be disqualified from winning any prize in that particular race.

## **11. DISPUTES**

Any dispute arising from activities organised by The Club may be referred to the General Committee for resolution. In all matters so referred, any member of the General Committee who may be personally interested in the matter shall not vote nor take part in the discussion, except by desire of the Committee.

## **12. INSIGNIA**

The design of any burgee, emblem or other distinctive item denoting membership of, or being associated with, The Club, shall be approved by the General Committee.

## **13. VEHICLES**

- 13.1. All vehicles and road trailers used or stored on premises owned or managed by The Club shall be maintained, by the owner, at all times in a safe and roadworthy condition, complying in all respects with the regulations pertaining to the use of such vehicles on Public Highways; and in particular shall carry Third Party insurance and, where required by Law, have a valid MOT or equivalent test certificate.
- 13.2. Vehicles may be used on club premises only in such areas as designated by the General Committee, and only whilst the person responsible for the vehicle is participating in Club activities.

## **14. ABANDONED PROPERTY**

- 14.1. Property is defined as items such as boats, trailers, trolleys, vehicles, equipment, clothing and personal effects.
- 14.2. Property belonging to Members may be stored on premises belonging to The Club subject to the directions and charges that the General Committee may from time to time determine.
- 14.3. Property shall be regarded as abandoned
  - After three months from the date fees payable to The Club by any member or former member were due and now remain unpaid;
  - After three months from the date on which a former member resigned from, or was expelled from, The Club.
  - Where the property has been left by a person who is not a member or former member of the club, and the General Committee has not given its permission for such property to be so left.
- 14.4. Where abandoned property remains on Club premises, the Committee may take all reasonable steps to require the defaulting member to remove the property. A final notice in writing to the last known address of the member or former member shall

be sent giving one month's notice for the removal of the property. At the end of this notice of one month the Committee may then:-

- Move the property to any other part of the Club premises without being liable for any loss or damage to the property howsoever caused.
- Sell the property and deduct any monies due to the Club from the proceeds of the sale before accounting for the balance (if any) to the member or former member.
- Alternatively, if the property is unsaleable, after giving notice in writing as aforesaid, dispose of the property in any manner the Committee may think fit and deem the cost of so doing and any arrears as aforesaid to be a debt owed to the Club by the member or former member.

14.5. If the property is sold, then the proceeds of the sale, less any indebtedness by the owner to The Club, shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner for a period of six years from the date of sale of the property. Provided that proper evidence is available to show that all reasonable steps have been taken to trace the owner of any abandoned property, then when the six years has elapsed, the proceeds shall be available for use by The Club as the General Committee see fit.

## **15. WINDING UP**

The Club may be wound up following a resolution passed at a General Meeting called for that purpose. Any funds remaining to the credit of The Club after the settlement of all debts and liabilities of The Club, shall be donated to one or more registered Charities as agreed at the said meeting.

# SCHEDULE 1 – Types of Membership

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The Club offers membership to those who join with a view to using the club for both water based pursuits and social activities (“Water Active Members”) and members who join solely with a view to participating in the Club’s social activities and using the Club’s social amenities (“Social Members”) as follows:

## Water Active Memberships

- Single
- Couple
- Senior Citizen Single
- Senior Citizen Couple
- Family Membership
- Young Adult

## Social Memberships

- Single
- Couple
- Senior Citizen Single
- Senior Citizen Couple

Where :

**Family Membership** includes parents and any of their children until 31<sup>st</sup> December of the year in which the offspring’s 25<sup>th</sup> birthday occurs.

**Senior Citizen Member** – Any member in any of the above categories who is in receipt of a State Pension.

**Young Adult Member** – Young Adult Aged 18 – 24 until 31<sup>st</sup> December of the year in which their 25<sup>th</sup> birthday occurs.

**Honorary Life Member** – A person so elected is entitled to all the privileges of a Water Active Member for the remainder of his or her life without any further payment of subscription.

# SCHEDULE 2 – Fees and Charges

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Fees as published January 2020

|  |          |
|--|----------|
| <b>Membership</b>                        | <b>£</b> |
| Single                                   | 98       |
| Couple                                   | 134      |
| Senior Single                            | 61       |
| Senior Couple                            | 83       |
| Young Adult (18-24)                      | 46       |
| Family (up to age 24)                    | 140      |
| Social Single                            | 66       |
| Social Couple                            | 90       |
| Social Senior Single                     | 46       |
| Social Senior Couple                     | 63       |
| <br><b>Boat Park</b>                     |          |
| Junior dinghy and small tenders          | 25       |
| Adult dinghy/tender                      | 35       |
| <br><b>Race Entry</b>                    |          |
| Keelboat Spring Series                   | 40       |
| Keelboat July Cup + Summer Series        | 40       |
| Keelboat Autumn 8 races                  | 40       |
| Keelboat Saturday 5 races                | 20       |
| Keelboat per Season (all series)         | 100      |
| RBOD Race Series inc features (13 races) | 50       |
| Dinghy (Spring & Summer) Junior          | 30       |
| Dinghy (Spring & Summer) Adult           | 35       |

## SCHEDULE 3 – Financial Rules

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All funds belonging to The Club, other than cash-in-hand or floats required for the normal operation of events, shall be held in an account or accounts at a recognised and duly regulated UK bank.

Cheque payments, withdrawals, transfers, and other such transactions shall require the authorised signatures of two out of three committee members who are from time to time authorised by the General Committee. One of the three so authorised shall be The Treasurer.

All payments shall be approved by General Committee prior to being made.

Pre-agreed expenses incurred by Officers and Members in pursuance of their duties on behalf of The Club shall be reimbursed (a) to the value of receipts provided and subject to the prior approval of a Flag Officer; (b) in accordance with HMRC criteria that the expenses are “wholly, necessarily and exclusively” incurred for the business reasons of The Club.